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LABOUR & E.S.I. DEPARTMENT

NOTIFICATION

The 12th November 2024

S.R.O. No. 602/2024—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Award, dated the 17th October 2024 passed in the ID Case No.10 of 2022 by the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial dispute between the M/s Astrazeneca Pharma India Ltd., P.B. No. 4525, Block-N1, 12th Floor, Manyata Embassy Business Park, Rachenahall, Outer Ring, Bangalore-560045 and 1. Suprava Mohanty, Age-49 yrs., W/o Late Suvendu Mohanty, 2. Suvam Mohanty, Age-22 years, S/o Late Suvendu Mohanty, 3. Shivam Mohanty, Age-08 yrs., S/o Late Suvendu Mohanty, 4. Nirmala Mohanty, Age-78 yrs., W/o Late Kishori Mohan Mohanty, All are the legal heirs of Late Shri Suvendu Mohanty, the original second party of this case and permanent resident of At/P.O. Padmapur, P.S. Jagatpur, Dist. Cuttack and present resident At 198/200, Krishnapuri, Malipada, P.S. Chandaka, Bhubaneswar, Dist. Khurda was referred to for adjudication is hereby published as in the schedule below.

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 10 of 2022

Dated the 17th October 2024

Present :

Smt. Aparna Mohapatra,
Presiding Officer,
Labour Court,
Bhubaneswar,
[JO CODE-OD-0408]

Between :

M/s Astrazeneca Pharma India Ltd.,
P.B. No. 4525, Block-N1, 12th Floor,
Manyata Embassy Business Park,
Rachenahall, Outer Ring,
Bangalore-560045.

.. First Party—Management

And

- | | |
|--|-----------------------------------|
| <ol style="list-style-type: none"> 1. Suprava Mohanty, Age-49 yrs.,
W/o Late Suvendu Mohanty. 2. Suvam Mohanty, Age-22 years,
S/o Late Suvendu Mohanty. 3. Shivam Mohanty, Age-08 yrs.,
S/o Late Suvendu Mohanty. 4. Nirmala Mohanty, Age-78 yrs.,
W/o Late Kishori Mohan Mohanty,
All are the legal heirs of Late Shri Suvendu Mohanty,
the original second party of this case and permanent
resident of At/P.O. Padmapur, P.S. Jagatpur,
Dist. Cuttack and present resident
At 198/200, Krishnapuri, Malipada,
P.S. Chandaka, Bhubaneswar,
Dist. Khurda. | <p>. . . Second Party—Workman</p> |
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Appearances :

Shri S. Lal & Associates, <u>Advocates.</u>	. . . For the First Party—Management
Shri S. Das & Associates, Advocates.	. . . For the 2nd Party—Workman

AWARD

The Government of Odisha in its Labour & E.S.I. Department have referred the following matter in dispute between the parties for adjudication vide its Order No. 2925—LESI-IR-ID-0024/2022-LESI, Dated the 8th April 2022 :—

“Whether the action of the management of the M/s Astrazeneca Pharma India Ltd., P.B. No. 4525, Block- N1, 12th Floor, Manyata Embassy Business Park, Rachenahall, Outer Ring Road, Bangalore-560045 in terminating the service of Shri Suvendu Mohanty, Ex-Sales Development Manager with effect from the 27th October 2020 is legal and/or justified ? If not, what relief he is entitled to ?

On perusal of the case record, it reveals that pursuant to the above Order of Reference, the second party disputant namely Shri Suvendu Mohanty (who died during the pendency of the case and his legal heirs named above were impleaded accordingly vide order, dated the 6th April 2023) filed his statement of claim thereby challenging his termination from service as illegal on account of non-compliance of the provisions of the Industrial Disputes Act, 1947 (for short, ‘the ID Act’ or ‘the Act’).

On receipt of the notice, the management not only caused its appearance but also filed its WS challenging the claim of the second party on the assertion that the statements as averred in the Statement of Claim are far away from truth. The management in its WS also prayed for the dismissal of the case.

The case record further reveals that when the case record was posted for cross-examination of WW No.1, the parties (i.e., the management and the legal heirs of deceased Suvendu Mohanty, the second party) being present in the Court, so also being identified by their respective learned

counsels jointly filed a memorandum of settlement drawn-up in Form- "K" stating that they have settled the dispute out of the Court and prayed to pass an award in terms thereof.

The contents of the Form-K as well as the terms & conditions of the settlement are jointly decided and drafted as per the consent of the parties who admit the same to be correct and they agreed for settlement of the dispute as per the terms and conditions set out in Form-K. Having regard to such settlement between the parties, their consent on the terms and conditions of the said settlement and the fact that the settlement has been reached voluntarily without any threat, coercion and undue influence, this Court is inclined to pass an Award as per the terms of the settlement and accordingly, the settlement drawn-up in Form-K between the parties shall form part of this Award.

The reference is disposed of accordingly.

Dictated and corrected by me.

APARNA MOHAPATRA
17-10-2024
Presiding Officer
Labour Court, Bhubaneswar

APARNA MOHAPATRA
17-10-2024
Presiding Officer
Labour Court, Bhubaneswar

[No. 9813—LESI-IR-ID-0024/2022-LESI]

By order of the Governor

NIRANJANA JENA

Deputy Secretary to Government

**BEFORE THE PRESIDING OFFICER : LABOUR COURT
BHUBANESWAR**

FORM - 'K'

(See Rule 64 of Orissa I.D. Rules)

FORM OF MEMORANDUM OF SETTLEMENT

MEMORANDUM OF SETTLEMENT MADE ON THIS 4th DAY OF OCTOBER 2024 UNDER THE INDUSTRIAL DISPUTES ACT, 1947, ARRIVED AT BHUBANESWAR BETWEEN THE MANAGEMENT OF M/S. ASTRAZENECA PHARMA INDIA LTD & LEGAL HEIRS OF LATE SUVENDU MOHANTY, EX-SALES DEVELOPMENT MANAGER IN THE MATTER OF INDUSTRIAL DISPUTE REFERRED FOR ADJUDICATION BY LABOUR & ESI DEPARTMENT VIDE ORDER NO. 2925/LESI, DATED THE 8TH APRIL 2022.

PARTIES TO THE SETTLEMENT

Representing Management:

Astrazeneca Pharma India Ltd.

Registered Office : Block N1, 12th Floor,
Manyata Embassy Business Park Rachenahalli,
Outer Ring Road Bangalore, Karnataka- 560045.

Represented by its ER & IR Lead, Mr. Ragothaman Raghunathan, aged about 41 Years S/o Shri Raghunathan,

Address:- Block N 1, 12th Floor, Manyata Embassy Business Park
Rachenahalli, Outer Ring Road Bangalore Karnataka-560045.

Representing Legal Heirs Of Late Subhendu Mohanty :

Suprava Mohanty, aged about 49 years
W/o Late Suvendu Mohanty,

Permanent resident of At/P.O. Padmapur,
P.S. Jagatpur, Dist. Cuttack and present
resident of

At 198/200, Krishnapuri, Malipada, P.S. Chandaka,
Bhubaneswar, Dist. Khurda.

Form part of the Award
Aparna Mohapatra,
Presiding Officer,
Labour Court, Bhubaneswar.

BRIEF FACT OF THE CASE

Whereas an industrial dispute being raised by disputant Suvendu Mohanty, Ex-employee of the Management of M/s AstraZeneca Pharma India Ltd before Labour Authority, the Labour Authority referred the matter of industrial dispute for adjudication to the P.O., Labour Court, Bhubaneswar, under the following schedule of reference vide Order No. 2925/LESI, dated the 8th April 2022 ;

Whether the action of the Management of M/s AstraZeneca Pharma India Ltd P.B. No. 4525, Block-N1, 12th Floor, Manyata Embassy Business Park Rachenahalli, Outer Ring Road Bangalore,

Karnataka- 560045 in terminating the service of Shri Suvendu Mohanty, Ex-Sales Development Manager with effect from the 27th October 2020 is legal and/or justified ? If not what relief he is entitled to ?”;

And whereas said disputant Suvendu Mohanty had filed claim statement before the Presiding Officer, Labour Court which is numbered as I.D. Case No.10/2022 and prayed that the termination of his service by the Management is illegal, unjustified, and prayed the Hon'ble Labour Court to pass the award in his favour ;

And whereas the Management of AstraZeneca Pharma India Ltd has contested the case by filing the Written Statement denying the allegations of disputant ;

And whereas during pendency of the proceeding the disputant Suvendu Mohanty expired on 9th November 2022 and his legal heirs including the wife of disputant Suvendu Mohanty were substituted in this case as per order of this Hon'ble Court ;

And whereas during the pendency of adjudication of the above referred I.D. Case No.10 of 2022, discussion between the representing Employer and their lawyer and the legal heirs of Suvendu Mohanty and his lawyer was held from time to time for an amicable settlement on payment of lump sum amount of monetary benefits as the prayer for reinstatement in service of disputant under the management has been rendered impossible due to death of disputant ;

And whereas after a protracted discussion/ negotiations both the Management/Employer and the successors of Late Suvendu Mohanty have agreed to settle the dispute under the following terms and conditions.

TERMS & CONDITIONS OF SETTLEMENT

1. That, it is agreed between the parties that the management of M/s AstraZeneca Pharma India Ltd. will pay an amount of Rs. 6,50,000 (Rupees Six Lakhs Fifty Thousand Only) only towards full and final settlement of all the entitlements of disputant under the management to Suprava Mohanty and on receipt of the above, the successors of late Suvendu Mohanty shall have no claim or demand either at present or in future whatsoever against the present management in any manner whatsoever.

2. That in consideration of this settlement the Management has issued an Account Payee Demand Draft No. 820137, dated the 26th September 2024, drawn on HSBC Bank in favour of Suprava Mohanty on behalf of all the successors of the deceased disputant late Suvendu Mohanty and on clearance of the aforesaid Demand Draft in the account of Suprava Mohanty, the dispute be treated as resolved without involving any liability to the management.

3. It is agreed between the parties to submit this Memorandum of Settlement before the Presiding Officer, Labour Court, Bhubaneswar as a measure of mutual settlement so as to pass appropriate award basing upon the above settlement.

4. That both the parties understand, agree and accept that, this agreement/settlement is amicable and with due volition and free from any influence and force from any corner and by virtue of the present settlement both the parties settled the industrial dispute and difference between the parties in an amicable manner.

5. It is further agreed that the above payment fully and finally settles all the claims made by the disputant in her application and nothing is due to her from the company with the payment of the amount as above.

6. It is further agreed that the disputant shall not raise any dispute or claim monetary or otherwise either in respect of her employment in the company claimed by the disputant from the management, as the payment as above fully and finally settles all the claims of the disputant, and nothing is due to her from the company.

The settlement is signed by both the parties on this day of 4th October 2024 in presence of the witnesses at Labour Court, Bhubaneswar.

Signature of Management
Representing

Legal Heirs of Late Subhendu Mohanty

Signature of the Representative

Signature of Witnesses :

1. Suvam Mohanty
2. Bibhu Prasad Panda, Advocate